

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Transporting of Biosolids
Bid No. 10-212**

**Merrell Bros., Inc.
8811 W. 500 N.
Kokomo, IN 46901
574.699.7782**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Merrell Bros., Inc., 8811 W. 500 N. Kokomo, IN 46901** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Transporting of Biosolids, Bid No. 10-212

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for an estimated total cost of \$364,420.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. for a period of three (3) years at which time the City, may at its own option, renew the terms of the Contract for one additional one (1) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Supplier Response
 3. Notice to Bidders
 4. Instructions to Bidders
 5. Specification
 6. Insurance Requirements
 7. City of Lincoln Executive Order No. 83319
 8. Employee Classification Act Affidavit
 9. Attachment A, B, C, D, E, F, G
 10. Addendum No.'s 1, 2, and 3
 11. Sales Tax Exemption Forms 13
 12. Performance Bond

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by:

Approved by Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Jean Merrell (SEAL)

Merrell Bros., Inc.

Name of Corporation

8811 W. 500 N., Kokomo, IN 46901

Address

By: J. Merrell

Duly Authorized Official

Vice President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Merrell Bros., Inc.
8811 W. 500 N.
Kokomo, IN 46901

SURETY (Name and Principal
Place of Business):

International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, NJ 07102-5207

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: 10-28-10
Amount: \$364,420.00

Description (Name and Location):

For all labor, material and equipment necessary for Transporting of Biosolids, Bid No. 10-212.

BOND

Date: 10-28-10
Amount: \$364,420.00
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
Merrell Bros., Inc.

SURETY

Company: (Corp. Seal)
International Fidelity Insurance Company

Signature:

Name and Title: TED MERRELL, VP

Signature:

Name and Title: Nicholas J. Bertke
Nicholas J. Bertke, Attorney-in-Fact

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2009

ASSETS

Bonds (Amortized Value)	\$55,044,308
Common Stocks (Market Value)	52,514,550
Mortgage Loans on Real Estate	183,000
Cash & Bank Deposits	100,651,263
Short Term Investments	33,926
Other Invested Assets	4,000,000
Unpaid Premiums & Assumed Balances	5,820,812
Reinsurance Recoverable from Reinsurers	385,409
Electronic Data Processing Equipment	227,201
Investment Income Due and Accrued	479,074
Current Federal & Foreign Income Tax Recoverable & Interest Thereon	1,331,490
Net Deferred Tax Assets	5,100,000
Other Assets	2,151,913
TOTAL ASSETS	<u>\$227,922,945</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$19,061,512
Loss Adjustment Expenses	4,934,305
Contingent Commissions & Other Similar Charges	3,494,103
Other Expenses (Excluding Taxes, Licenses and Fees)	3,790,080
Taxes, Licenses & Fees (Excluding Federal Income Tax)	864,178
Unearned Premiums	30,125,567
Dividends Declared & Unpaid: Policyholders	484,708
Ceded Reinsurance Premiums Payable	2,340,573
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	73,268,661
Provisions for Reinsurance	4,173
Other Liabilities	3,816
TOTAL LIABILITIES	<u>\$138,372,707</u>

Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	71,675,639
Surplus as Regards Policyholders	<u>\$89,550,239</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$227,922,946</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2009, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2010.

INTERNATIONAL FIDELITY INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "F. Mitterhoff", written over a horizontal line.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DEBORAH S. UNDERWOOD, BRENDA G. TAYLOR, MARY LOU FILOSO, MICHELLE A. DEMMITT,
CONSTANCE COLLINS, NICHOLAS J. BERTKE, AMANDA L. MORRIS, CHRISTOPHER M. MCATEE,
JENNIFER L. SALM, NICOLE LABER, KATHERINE J. MAHAFFY

Dayton, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

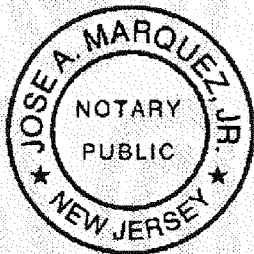
INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

A handwritten signature in cursive script, likely belonging to the Secretary.

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A handwritten signature in cursive script, likely belonging to the Notary Public.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

28th day of October, 2010

A handwritten signature in cursive script, likely belonging to the Assistant Secretary.

Assistant Secretary

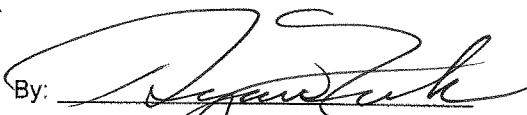
1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Ryan Zeck, do hereby certify that all equipment to be used on City Project/Bid No. 10-212, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Howard County, ~~Nebraska~~ IN

DATED this 10 day of November, 2010.

By: 
Title: Chief Operations Officer

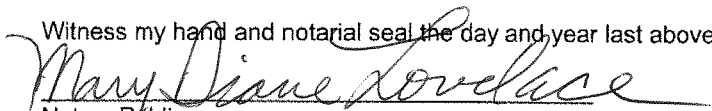
STATE OF ~~NEBRASKA~~ IN

COUNTY OF Howard

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)ss.
)

On 11/10, 2010, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Ryan Zeck, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.


Notary Public

(SEAL)

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Tom Kopplin Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	tkopplin@lincoln.ne.gov	Contact	Deb Purchasing	Contact
Phone	1 (402) 441-7414	Department		Department
Fax	1 (402) 441-6513	Building		Building
Bid Number	10-212 Addendum 3		Suite 200	
Title	Transporting of Biosolids	Floor/Room		Floor/Room
Bid Type	Bid	Telephone	(402) 441-7410	Telephone
Issue Date	10/04/2010	Fax	(402) 441-6513	Fax
Close Date	10/27/2010 12:00:00 PM CST	Email	purchasing@lincoln.ne.gov	Email
Need by Date				

Supplier Information

Company Merrell Bros., Inc.
Address 8811 W. 500 N.

Kokomo, IN 46901

Contact
Department
Building
Floor/Room
Telephone 574 (699) 7782
Fax 574 (699) 7478
Email
Submitted 10/25/2010 2:43:36 PM CST
Total \$364,739.90

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Electronic Signature	Please check here for your electronic signature.	Yes
6	Bid Bond - City	I acknowledge and understand that my bid will not be considered unless a certified check or bidder's bond in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith. Bid security must be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 prior to the due date and time of the bid.	Yes
7	Performance/Payment Bond	Performance Bond and Payment Bond in the amount of \$60,000.00 will be required with signed contract upon award of this job.	Yes
8	Statement of Qualifications	I have submitted and attached a Statement of Qualifications with all the requirements as requested in Section 2.3 of the Specifications into the Vendor Response Section of the E-bid.	Yes
9	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
10	Contact	Name of person submitting this bid:	RYAN ZECK
11	Pre-Bid	I acknowledge understanding there will be a pre-bid on Wednesday, October 20, 2010, at 10:00 a.m. in the Conference Room of the Theresa Street Waste Water Facility located at Theresa Street Wastewater Facility Conference Room, 2400 Theresa Street, Lincoln, NE 68521. It is strongly suggested all vendors attend.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
13	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
14	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Total Bid - Lines 1.1 - 1.6 Below THIS LINE WILL AUTOMATICALLY LIST TOTALS AS UNIT PRICE IS LISTED BELOW!	\$364,420.00

Item Notes:

Supplier Notes:

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
1.1	15,000	Cubic Yards	Transport of Biosolids 0-15 miles from Temporary Holding Facility	0.20

Supplier
Notes:

1.2	7,000	Cubic Yards	Transport of biosolids 15.1 - 30 miles from the Temporary Holding Facility	3.20
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Supplier
Notes:

1.3	1,000	Cubic Yard	Transport of Biosolids 30 miles or more from Temporary Holding Facility	5.30
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Supplier
Notes:

1.4	55,000	Cubic Yards	Transport of Biosolids 0 - 15 miles from the POTW	5.05
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Supplier
Notes:

1.5	6,000	Cubic Yards	Transport of Biosolids 15.1 - 30 miles from the POTW	9.15
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Supplier
Notes:

1.6	100	Cubic Yard	Transport of Biosolids 30 miles or more from the POTW	10.70
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Supplier
Notes:

2	1	Cubic Yard	Transport of other materials within 0 - 15 miles of either the POTW or Temporary holding Facility.	\$7.40
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Item Notes: Bid by Cubic Yard Only.

Supplier Notes:

3	1	Hour	Transport of other materials in 12-15 yard net capacity vehicles.	\$97.50
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Item Notes: Bid by hour only.

Supplier Notes:

4	1	Hour	Transport of other materials in 20-30 yard net capacity vehicles.	\$97.50
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Item Notes: Bid by hour only.

Supplier Notes:

5	1	Hour	Loading with 3.0 cubic yard or larger rubber tire loader.	\$117.50
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Item Notes: Bid by hour only.

Supplier Notes:

Response Total:				\$364,739.90
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**Advertise 1 time
Wednesday, October 06, 2010**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: 12:00 pm, Wednesday, October 27, 2010 for providing the
following:

**Transporting of Bio-Solids
Bid No. 10-212**

A Pre-bid will be held at the Theresa Street WW Facility located at: 2400 Theresa Street, Lincoln NE. on
Wednesday October 20, 2010 at 10:00 a.m.. All interested Vendors are strongly encouraged to attend.

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To
Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration"). Upon
email notification of registration approval, you may go to the E-Bid site to respond to this bid.

Questions concerning this bid process may be directed to City/County Purchasing at (402)-441-7410 or to
Tom Kopplin, Assistant Purchasing Agent at 441-7414 or via e-mail tkopplin@lincoln.ne.gov

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. **TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. **LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. **AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

19. **LIVING WAGE**

- 19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. **INSURANCE**

- 20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. **EXECUTION OF AGREEMENT**

- 21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
 - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

22. **TAXES AND TAX EXEMPTION CERTIFICATE**

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. **CITY AUDIT ADVISORY BOARD**

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

- 24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**SPECIFICATIONS
FOR
TRANSPORTING BIO-SOLIDS**

1. PROJECT SCOPE

- 1.1 The City of Lincoln is requesting bids for transporting biosolids from the City of Lincoln's Theresa Street Public Owned Treatment Works (POTW) to various land application and holding sites for beneficial use as an agricultural fertilizer within Lancaster County, Nebraska.
 - 1.1.1 During the term of the agreement the City reserves the right to extend the transportation of Biosolids outside Lancaster County within a 30 mile radius of the POTW.
- 1.2 The Vendor shall supply all equipment, personnel, and supplies necessary to perform the services as described.
- 1.3 The City shall enter into a contract for a period of three (3) years at which time the City, may at its own option, renew the terms of the Contract for one additional one (1) year term.
 - 1.3.1 Contract renewal shall be based on the Vendor's performance during the term of the Contract.
 - 1.3.2 Contract renewal pricing shall be based on price escalation/de-escalation as described in this Agreement.
- 1.4 Overall program administration is by the City of Lincoln, Wastewater Division.
 - 1.4.1 The City has formed a joint agreement with the Lancaster County Cooperative Extension Service to provide program coordination.
- 1.5 Vendors shall familiarize themselves with all site and facility conditions and constraints, all environmental and transportation laws and regulations, and all contractual obligations.
 - 1.5.1 A listing of applicable laws and regulations is provided in Attachment A.
 - 1.5.2 Failure to fully account for these conditions shall not be cause for change s in bid prices or additional compensation to the Vendor.
- 1.6 The Contractor shall be able to provide the specified services within thirty (30) days after receiving a Notice to Proceed.

2. BIDDING PROCEDURE AND AWARD OF BID

- 2.1 A pre-bid meeting has been scheduled for **Wednesday, October 20, 2010**, beginning at **10:00 a.m.** at the Theresa Street Wastewater Facility Conference Room, 2400 Theresa Street, Lincoln, NE 68521.
- 2.3 Bidders shall submit a Statement of Qualifications in the Vendor Response section of the ebid which includes at a minimum the following:
 - 2.3.1 Description of the business and number of years of experience in similar type work.
 - 2.3.2 A minimum of three (3) references for similar type services including the company name, address, contact name, and phone number of the reference.
 - 2.3.3 An itemized description of equipment types and capacities to be used to perform the required services.
 - 2.3.4 A description of available backup equipment and procedures to obtain backup equipment in the event of breakdowns in order to reliably perform the required services.
 - 2.3.5 Qualifications of personnel who will be directly involved in providing the required services.
 - 2.3.6 A sample spill prevention plan.

- 2.3.7 Photographs of hauling equipment which demonstrates end-gate seals, end-gate discharge, and guarding on rear wheels and axle as required in this Agreement.
 - 2.3.7.1 The Vendor shall make the equipment available for inspection by the City, if requested.
- 2.3.8 Vendor shall attach all this information, including photos in the Vendor Response section of the ebid by saving the files in a directory and then clicking on "browse" to retrieve the files.
 - 2.3.8.1 Please call the Purchasing Dept. at (402) 441-8309 if you have questions.
- 2.4 In addition to the base bid price, the City will give consideration in the award of bid to the Vendor's qualifications and experience in similar projects, the Vendor's equipment inventory and condition, and spill prevention procedures.
- 2.5 The City reserves the right to award the bid to other than the low bidder.
- 2.6 The Vendor awarded this bid shall be required to submit a Performance and Payment Bond in the amount of \$60,000.00 (20% of the estimated value of the bid) to be in effect for each year of the initial term of the contract and any subsequent renewals.

3. REQUEST FOR INFORMATION

- 3.1 All inquiries regarding these specifications shall be directed via e-mail or written request to Tom Kopplin, Assistant Purchasing Agent (tkopplin@lincoln.ne.gov).
 - 3.1.1 These inquiries and/or responses shall be distributed to prospective proposers as an addenda.
 - 3.1.2 The Owner shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 3.1.3 Addenda will be issued electronically via the e-bid system.

4. GENERAL REQUIREMENTS

- 4.1 The Awarded Contract requires extensive flexibility in scheduling and although the Lincoln Wastewater System (LWWS) has every intent to stay on agreed loading schedules, there will be circumstances that alter loading schedules.
 - 4.1.1 The LWWS will contact the Contractor as soon as the LWWS is aware that a change in loading schedule is necessary.
 - 4.1.2 Some of the conditions effecting schedule are: weather, equipment failure and/or maintenance, changes in biosolids production from the treatment plant and hauling of liquid biosolids from the Northeast Wastewater Treatment Facility.
 - 4.1.3 Additional hauling compensation will not be granted due to unforeseen changes in load out schedule.
- 4.2 The Contractor is responsible for providing enough drivers to meet the present loading schedule.
 - 4.2.1 During periods of employee vacations, sick leave, or unanticipated absences, the Contractor shall ensure that an adequate number of drivers are available to accommodate the load-out schedule.
 - 4.2.2 Depending upon the proximity of field sites and the volume of biosolids stored at the Temporary Holding Facility, the number of drivers has historically been two.
- 4.3 At times it will be necessary for LWWS staff to move trucks into or out of the loading bay area so that loading can proceed uninterrupted.
- 4.4 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor.
- 4.5 Historical data for transporting biosolids are included in Attachment E.

5. **DEFINITIONS**

- 5.1 *Biosolids* are anaerobically digested municipal wastewater residuals generated from the POTW which have the following physical properties:
 - 5.1.1 Average solids content of 18.5%.
 - 5.1.2 Average unit weight of approximately 1,440 pounds per cubic yard.
- 5.2 *Land Application Sites* are various privately owned, agricultural properties (farms) located throughout Lancaster County which have been approved for the application of biosolids.
- 5.3 *Land Application Storage Sites* are locations where the Contractor is directed to unload biosolids at each land application site.
 - 5.3.1 Storage sites are generally located within farm fields and require off-road travel in loose and uneven ground conditions.
- 5.4 The *Temporary Holding Facility (THF)* is an all weather, concrete paved area approximately one (1) acre in size located at the Bluff Road Landfill, 6001 Bluff Road.
 - 5.4.1 The THF is used for the storage of biosolids during inclement weather conditions.
 - 5.4.2 The THF has an estimated capacity of 6,000 cubic yards.
- 5.5 The *Biosolids Coordinator* is employed by the Lancaster County Cooperative Extension Service and is responsible for directing daily services performed by the Contractor including scheduling and coordinating deliveries of biosolids with participants, locating land application storage sites, and inspection of land application storage sites with the Contractor.
- 5.6 The *POTW Supervisor* is the Assistant Superintendent of Water Pollution Control for the City of Lincoln and is responsible for coordinating load-out of biosolids including notification to the Contractor of changed load-out times and disruptions of load-out procedures.
- 5.7 The *Project Manager* is the Superintendent of Water Pollution Control for the City of Lincoln and is responsible for contract administration and compliance, route coordination, and spill responses.
- 5.8 The *Transportation Supervisor* shall be designated by the Contractor to oversee transportation services including initial inspection of land application storage sites, determining accessibility to land application storage sites, weekly schedules of hauling locations, temporary holding facility operations and records management.
- 5.9 *Scheduled Maintenance* shall be considered as maintenance performed at the POTW which prevents de-watering and load-out of biosolids.
 - 5.9.1 The Contractor shall receive a twenty four (24) hour notification that scheduled maintenance will occur.

6. **CONTRACTOR PERSONNEL**

- 6.1 The Contractor shall designate a transportation supervisor responsible for the supervision of daily work activities and maintaining appropriate contact with the Biosolids Coordinator, POTW Supervisor and the Project Manager.
- 6.2 The transportation supervisor shall attend all progress meetings.
- 6.3 The Contractor shall employ competent, experienced, trained and DOT licensed personnel at all times when performing services specified in this Agreement.
- 6.4 Contractor's personnel shall participate in City training on biosolids handling and safety when such training occurs.

7. TRANSPORTATION EQUIPMENT REQUIREMENTS

- 7.1 Biosolids shall be transported in fully sealed vehicles which include liquid tight end-gate seals which prevent leakage of biosolids or liquids.
- 7.2 Minimum hauling capacity of vehicles shall be twenty-five (25) cubic yards. A minimum hauling capacity is not specified for vehicles used for transporting biosolids from the THF provided all vehicles comply with the additional requirements specified.
- 7.3 The Contractor shall have available, when required, a minimum of three trucks for transporting biosolids for either bid alternate.
- 7.4 Each vehicle shall be calibrated and assigned a full load capacity and the inside of the vehicle box shall be marked with a "full load" line (payment shall be based on actual quantity transported).
- 7.5 Hauling vehicles shall be compatible with the dimensions of the load-out area (bay doors closed) as indicated on the diagram in Attachment D.
 - 7.5.1 Only one vehicle can be loaded at a time.
 - 7.5.2 Contractors shall note that the vertical distance from the floor of the loading area to the bottom of the traveling conveyor is 10'-7".
- 7.6 The LWWS has constructed a 66 foot x 62 foot canopy biosolids vehicle storage area adjacent to the west side of the current biosolids loading area.
 - 7.6.1 This structure provides some protection of hauling vehicles during winter months.
- 7.7 Vehicles shall be designed to reduce biosolids from coming into contact with the vehicle endgate, wheels, and axles in order to prevent drag-out of materials on to roadways.
- 7.8 Hauling vehicles shall not be loaded above the level in the box which provides for a safe freeboard to prevent spillage and in no instances shall the load height exceed the top of the box.
- 7.9 Contractor's personnel shall inspect each vehicle prior to hauling and after dumping for removal of all material (biosolids, mud, and debris) from the hauling vehicle which can fall or become dislodged during transportation.
- 7.10 Equipment shall be adequately maintained in good repair to insure constant reliability and prevent leakage of biosolids or liquids.
- 7.11 The Contractor shall be responsible for daily cleanup of all fluid and lubricant spills and leaks which occur on City property.
- 7.12 Equipment shall be maintained in a clean and presentable condition reflecting a positive image on the City and the biosolids application program.
- 7.13 Maintenance of Contractor's equipment shall not be performed on City property unless otherwise approved by the POTW Supervisor.
- 7.14 Equipment shall be signed with the Contractor's name/logo and telephone number.
- 7.15 The Contractor shall comply with all vehicle licensing, drivers licensing, registration, and weight restrictions laws and requirements.
- 7.16 The Contractor may use the City's heavy equipment washout area located at the Bluff Road Landfill to clean vehicles used in hauling biosolids.
 - 7.16.1 Use of the facility is conditioned on the Contractor's performance in keeping the facility clean and proper use of the cleaning equipment.

8. LOAD-OUT OPERATIONS AT THE THERESA STREET POTW

- 8.1 The Contractor shall provide transportation services to allow for un-interrupted, continuous load-out of bio-solids from the POTW biosolids de-watering operation.
- 8.2 Coordination of load-out procedures shall be with the POTW Supervisor.
- 8.3 Load-out shall generally occur Monday through Friday, during the hours of 6:00 a.m. through 5:00 p.m. Maintenance (usually 4 hours) of belt presses typically occurs on Wednesdays.
 - 8.3.1 Maximum load-out times may occasionally occur from 6:00 a.m. through 6:00 p.m.

- 8.3.2 The City may require the Contractor to load-out and transport bio-solids during any day of the week, or before or after the maximum load-out hours by giving the Contractor a minimum eighteen (18) hour advance notice.
- 8.3.3 Generally, load-out will not be performed on City observed holidays with the exception being the day after Thanksgiving.
- 8.4 Temporary load-out interruptions as a result of equipment failure or power outages shall not be cause for additional compensation to the Contractor.
- 8.5 Estimated load-out rates are as follows:

Parameter 5-Day Load-out

Estimated average daily load-out rate.	220-260 cubic yards
Estimated average volume per week	1,100 cubic yards
Estimated annual peak day load-out rate.	320 cubic yards
Estimated total annual volume of biosolids transported from the POTW	60,000 cubic yards
Estimated total annual volume of biosolids transported from the THF	22,000 cubic yards

- 8.6 Vehicle loading is by gravity drop from a traveling conveyor discharge chute.
 - 8.6.1 Loading of Contractor vehicles shall be performed by City at the direction of the Contractor's personnel.
- 8.7 The City shall make every reasonable attempt to fully load all vehicles.
- 8.8 Load-out bay overhead doors shall remain closed during loading.
- 8.9 All loads shall be transported immediately upon being loaded.
- 8.10 All vehicles containing biosolids shall be transported at the end of each day.
- 8.11 During periods of inclement weather, the Contractor shall request approval from the Project Manager to haul biosolids to the THF.

9. TRANSPORTATION AND DELIVERY TO LAND APPLICATION STORAGE SITES

- 9.1 Unless otherwise approved by the City, biosolids shall be transported only during daylight hours as defined by ½ hour before sunset and ½ hour after sunrise.
- 9.2 The selection of routes for delivery of product shall be made by the Contractor and approved by the Project Manager prior to transportation.
 - 9.2.1 The City reserves the right at any time to change the approved route due to road conditions or complaints.
- 9.3 The Biosolids Coordinator shall be responsible for coordinating access to land application storage sites and adequately marking or otherwise designating sites.
 - 9.3.1 The Contractor shall be responsible for inspecting each land application storage site prior to the initial delivery of biosolids.
- 9.4 The Contractor shall make every reasonable attempt to access land application storage sites during and immediately following inclement weather conditions.
- 9.5 The Contractor shall be responsible for repair of any damage to public or private areas, roads or facilities caused by the Contractor.
- 9.6 All biosolids shall be unloaded within the limits of the designated land application site storage area.
- 9.7 Contractor's personnel shall under no circumstances change the land application storage site unless approved by the Biosolids Coordinator.

10. TEMPORARY HOLDING FACILITY (THF) OPERATION

- 10.1 Biosolids shall be transported to the THF by the Contractor during inclement weather conditions which prevent access to any of the scheduled land application storage sites.
- 10.2 The Contractor shall unload biosolids in an organized manner to ensure adequate storage capacity exists for long-term forecasted weather conditions and to minimize the need to manage the material with a loader.
- 10.3 When land application storage sites become accessible, the Contractor shall immediately begin transporting biosolids from the THF.
 - 10.3.1 Contractor shall be responsible for loading vehicles with a suitable rubber tire loader.
 - 10.3.2 When the amount of biosolids at the THF exceeds 1000 cubic yards the contractor is required to transport biosolids to accessible land application sites within fourteen (14) calendar days until all biosolids are removed.
 - 10.3.3 The Contractor shall be assessed liquidated damages if the capacity of the THF is exceeded and the contractor fails to comply with the Agreement.
- 10.4 The Contractor shall have access to the THF after normal operating hours at the Bluff Road Landfill.
 - 10.4.1 The Contractor shall be responsible for maintaining security of the Bluff Road site during these times.

11. SPILL RESPONSE AND PLANNING

- 11.1 The Contractor shall be responsible for all spillage of biosolids from vehicles including spills from within the vehicle box, incidental spillage from biosolids accumulated on the exterior of the vehicle and tracking of biosolids from vehicle wheels and axles.
- 11.2 The Contractor shall prepare a Spill Response Plan which addresses procedures to meet requirements and areas of responsibility:
 - 11.2.1 All vehicle exteriors shall be free of biosolids prior to transporting to and from hauling destinations.
 - 11.2.2 All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
 - 11.2.3 The Contractor shall have immediate availability to suitable equipment to cleanup large spills.
 - 11.2.3 An equipment list shall be included in the Spill Response Plan.
 - 11.2.4 The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the clean up when necessary.
 - 11.2.5 The Contractor shall make immediate notification to the Project Manager or Biosolids Coordinator when a large spill occurs.
 - 11.2.6 Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
 - 11.2.7 **Bidders shall attach their Spill Response Plan to the Response Attachment section of their Ebid response.**
- 11.3 The Contractor shall provide adequate training to all personnel who may participate in a spill response.

12. PROGRESS MEETINGS AND RECORDS

- 12.1 The City shall conduct monthly progress meetings with the Contractor's Transportation Supervisor.
- 12.2 Contractor shall submit a daily haul record form each week to the Project Manager.
 - 12.2.1 An example of the daily haul record form is included in Attachment F.
 - 12.2.2 Daily haul record forms will be supplied to the Contractor.
 - 12.2.3 Electronic records are preferred which are submitted as a Lotus or Excel spreadsheet format by diskette or E-mail.
- 12.3 Contractor shall submit a summary of any spill response, complaints or other significant activities that occurred during the period.

13. BASIS OF MEASUREMENT AND PAYMENT

- 13.1 Loads shall be measured to the nearest cubic yard.
- 13.2 Payment for services rendered shall be according to the unit prices submitted in the Line Items of the Ebid response for loads transported within each pay radius as measured from either the Temporary Holding Facility or the Theresa Street POTW.
 - 13.2.1 A Lancaster County map showing the pay radii is included in Attachment B.
- 13.3 Pay radii are measured as a straight line distance from the point of origin and are not consider as actual transportation distances to the land application storage sites.
- 13.4 The biosolids quantities transported within each pay radius as indicated in the Ebid Line Items are for estimating purposes only.
 - 13.4.1 The City makes no guarantees as to the actual amount of biosolids hauled in each pay radius and deviations between estimated and actual quantities shall not be cause for additional compensation.
- 13.5 All land application storage sites located in Lancaster County shall be considered within 30 miles of either the POTW and THF.
- 13.6 For loads hauled to the THF, the Contractor shall be paid the Line Item price for pay radius #4.
- 13.7 An itemized monthly pay request shall be submitted to the Project Manager containing the following information: haul period, daily volumes subtotaled for each pay radius, unit prices, and extended totals.
- 13.8 Monthly pay requests shall be submitted to: Gene Hanlon, Recycling Coordinator, Lincoln Wastewater System, 2400 Theresa Street, Lincoln, NE 68521

14. Escalator/de-escalator Clause for Contract Renewal

- 14.1 On the anniversary date of the Contract execution, the contractor may request that bid prices be adjusted based upon the Kansas City Consumer Price Index for Urban Waste Earners and Clerical Workers (KC CPIW) (Transportation Series ID CWURA214SAT) as obtained from Region VII United States Department of Labor (See Attachment G). The adjusted prices shall be computed as follows:
 - Current Index Value (Jan-June 2010) = 175.285
 - Index Diff. = (KC CPIW Jan-June 2010) – 175.285
 - Price Revision Factor = 168.8 + Index Diff. / 175.285
 - New Price for Next Annual Period = Price Revision Factor x Original Bid Price
- 14.2 **The Contractor must give written notice of a price change request to the City/County Purchasing Agent and the Project Manager 30 days prior to the contract execution anniversary date.**

15. LIQUIDATED DAMAGES, NON-PERFORMANCE AND ADDITIONAL COMPENSATION

- 15.1 Liquidated damages for spillage incidents shall be assessed as follows:
 - 15.1.1 Improperly transported loads shall be assessed \$100 for each load.
 - 15.1.2 Large spills requiring cleanup shall be assessed at \$1,000.00 each plus cost of actual cleanup expense.
 - 15.1.3 Two or more large spill incidents may be cause for termination of the Contract.
- 15.2 The Contractor shall have adequate equipment and personnel available to insure continuous load-out of biosolids at the POTW and to insure the capacity of the THF is not exceeded.
 - 15.2.1 Liquidated damages for nonperformance shall be assessed as follows:
 - 15.2.2 Nonperformance which causes interruptions to the POTW biosolids de-watering operation shall be assessed at \$100 per hour.
 - 15.2.3. Nonperformance which causes the THF to exceed capacity shall be assessed at \$1,000.00 per day.
 - 15.2.4 Failure to provide services for a total of one working day during the duration of the Contract may be cause for termination of the Contract.
- 15.3 Any damages caused to private or public property and equipment by the Contractor shall be corrected as soon as possible by the Contractor.
 - 15.3.1 In the event the City must repair the damage, liquidated damages equal to the repair cost plus \$100 per occurrence for administrative costs shall be assessed.
- 15.4 In the event the Contractor deposits biosolids at a land application storage site which has not been approved, liquidated damages of \$1,000.00 per load deposited shall be assessed and the biosolids shall be loaded and transported to another location as directed by the City at no additional cost.
 - 15.4.1 This action may also be cause for termination of the Contract.
- 15.5 In the event the Contractor deposits more biosolids at a land application storage site than approved by the City, the Contractor shall load and transport the overage to another location as directed by the City at no additional cost.
- 15.6 The Contractor shall be notified of all liquidated damages as soon as the City becomes aware of the incident.
 - 15.6.1 The City shall provide written notification to the Contractor prior to assessment of liquidated damages.
- 15.7 Liquidated damages, or other damages as specified, shall be deducted from the Contractor's monthly payments.
- 15.8 The Contractor shall be compensated for standby time resulting from unscheduled load-out delays caused by the City lasting for periods longer than identified in this Agreement.
 - 15.8.1 The Contractor shall notify the POTW Supervisor that standby compensation will be requested prior to initiating the charges.
 - 15.8.2 Standby time shall be compensated at \$50.00 per hour of delay computed to the nearest 1/4 hour.
 - 15.8.3 Standby compensation shall not be paid if biosolids are available at the temporary holding facility for hauling during these delays.
 - 15.8.4 Standby compensation shall not be paid if the delay is due to Scheduled Maintenance as defined in these Specifications.

16. ADDITIONAL SERVICES

- 16.1 The City may request other material loading and transportation services during the term of the Agreement including yard waste compost, wood chips, wood debris, soil, sewage grit/screenings, etc..
- 16.2 The Contractor may offer bid prices for these services under Other Bid Information in the Ebid Line Items .

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

- G. **City included as Insured on Contractor's Policy – Endorsements required.**

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

- (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

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CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

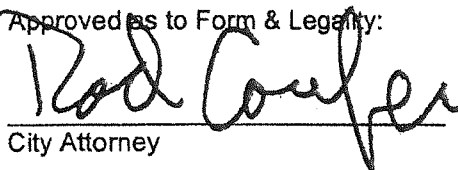
(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Ryan Zeck, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

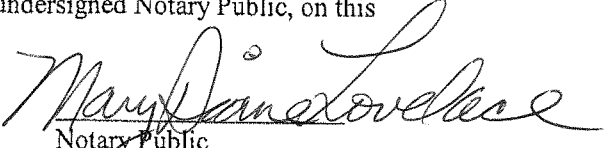
PRINT NAME: Ryan D. Zeck
(First, Middle, Last)

SIGNATURE: 

TITLE: Chief Operations Officer

State of ~~Nebraska~~ IN)
) ss.
County of Howard)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 10th day of November, 20 10


Notary Public

Attachment A

APPLICABLE LAWS AND REGULATIONS FOR LAND APPLICATION OF BIOSOLIDS

1. Federal Regulations

- a. Title 40, Code of Federal Regulations Part 257, Criteria of Solid Waste Disposal Facilities and Practices.
- b. Title 40, Code of Federal Regulations Part 503, Standards for the Disposal of Sewage Sludge.
- c. Title 40, Code of Federal Regulations Parts 122, 123, 124, National Pollutant Discharge Elimination System.
- d. Clean Air Act, as currently amended.

Contact: Public Affairs Office
USEPA
1735 Baltimore
Kansas City, MO 64108

2. State of Nebraska Rules and Regulations

- a. Title 132, Rules and Regulations Pertaining to Solid Waste Management, as currently amended; Nebraska Department of Environmental Quality (NDEQ)
- b. Guidelines & Requirements for the Application of Waste Sludges on Agricultural Land, Nebraska Department of Environmental Control.
- c. Nebraska Commercial Fertilizer and Soil Conditioner Act, Nebraska Department of Agriculture.

Contact: NDEQ
1200 N Street, Suite 400
Lincoln, NE 68508

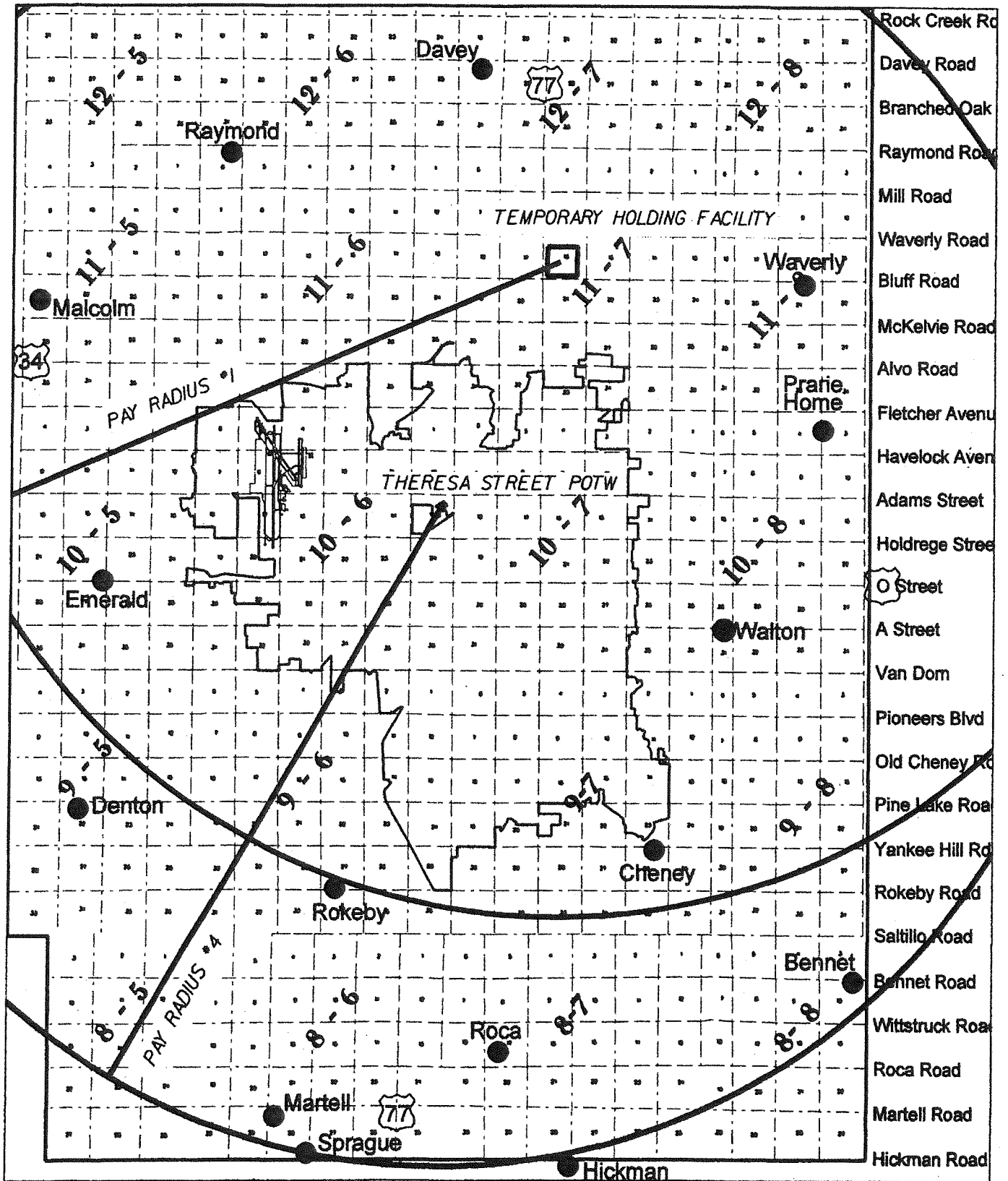
NE Dept. of Agriculture
301 Centennial Mall South
Lincoln, NE 68509

3. City of Lincoln and Lancaster County

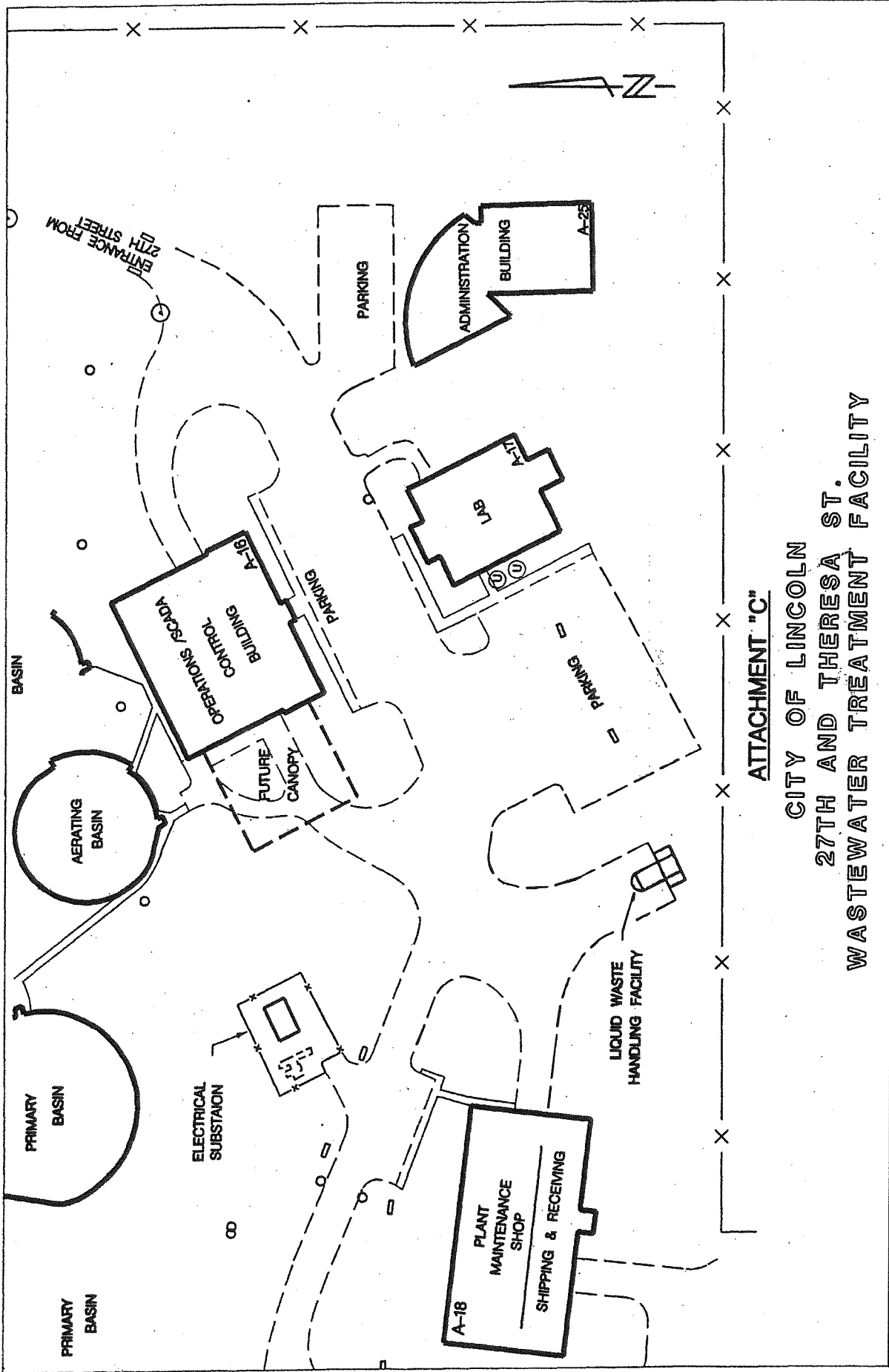
- a. Lancaster County Resolution 4308, The Lancaster County Solid Waste Resolution of 1987.
- b. Lincoln Municipal Code, Chapter 8.32, Solid Wastes.
- c. Lincoln Municipal Code, Chapter 17.58, Regulation of Wastewater Discharge
- d. Lincoln Municipal Code, Chapter 27.63, Zoning - Special Permits

Contact: Lincoln/Lancaster County Health Department
3140 N Street
Lincoln, NE 68510

Attachment B



Attachment C



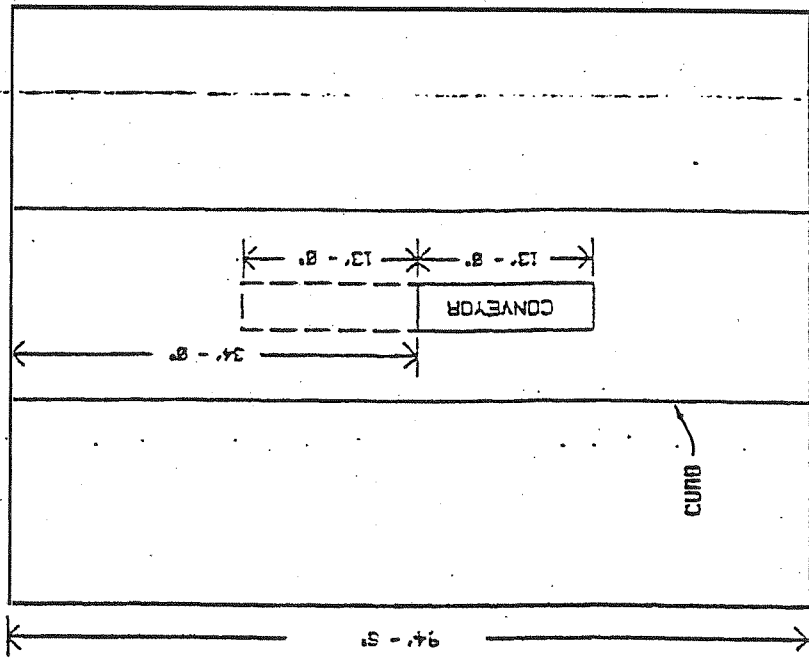
ATTACHMENT "C"

CITY OF LINCOLN
27TH AND THERESA ST.
WASTEWATER TREATMENT FACILITY

Attachment D

Theresa Street Dewatering Area Dimensions

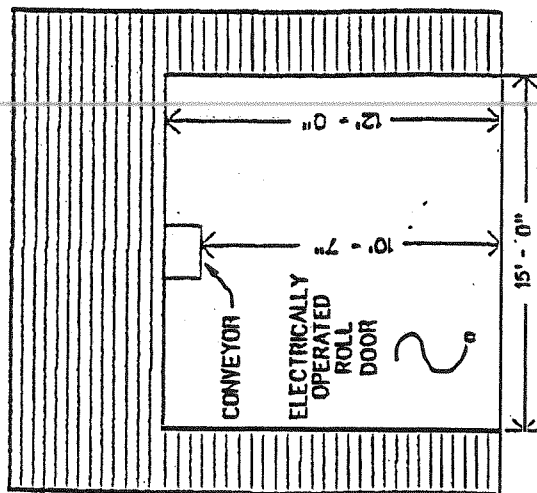
ADMINISTRATION BLDG.
SLUDGE LOADING AREA



PLAN VIEW
NO SCALE

WEST SIDE OF BLDG.

ADMINISTRATION BLDG.
DOOR DIMENSIONS



ELEVATION
NO SCALE

DETAIL (A)

PUBLIC UTILITIES LINCOLN, NEBRASKA	
JAIL 1972	WASTEWATER DIVISION

Attachment E

Contract Biosolids Hauling Activity From Jan 2007 thru August 2010

Calendar Year 2007

Month	POTW										THF								Total Trips		Total Yds	
	Pay Radius										Pay Radius											
	1		2		3		4		5		1		2		3		4					
	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds				
Jan							133	4,322			32	1,280							165	5,602		
Feb							129	4,192	7	195	34	1,360	19	760					189	6,507		
Mar							153	4,972	11	325	71	2,800	9	360					244	8,457		
Apr							130	4,225	23	747	48	1,920							201	6,892		
May							147	4,777			71	2,840					9	292	227	7,909		
Jun							170	5,525			90	3,600							260	9,125		
Jul							120	3,867											120	3,867		
Aug							86	2,795	33	1,072			5	200					124	4,067		
Sep							63	2,048	40	1,300			38	1,520					141	4,868		
Oct							112	3,640			62	2,652							174	6,292		
Nov							112	3,640	6	195									118	3,835		
Dec							139	4,518											139	4,518		
Totals	0	0	0	0	0	0	1,494	48,520	120	3,834	408	16,452	71	2,840	0	0	9	292	2,102	71,938		

Calendar Year 2008

Month	POTW										THF								Total Trips		Total Yds	
	Pay Radius										Pay Radius											
	1		2		3		4		5		1		2		3		4					
	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds				
Jan							134	4,355	2	65	33	1,320				1	40			170	5,780	
Feb			1	40			58	1,885	90	2,925				3	120					152	4,970	
Mar							129	4,193	31	1,008	48	1,920								208	7,120	
Apr							129	4,193			86	3,440								215	7,633	
May							125	4,063			55	1,780								180	5,843	
Jun							115	3,738			8	320								123	4,058	
Jul							129	4,193			15	600								144	4,793	
Aug							136	4,420			45	1,800								181	6,220	
Sep							118	3,835												118	3,835	
Oct							117	3,802			60	2,400								177	6,202	
Nov							116	3,770	16	520	86	3,870								218	8,160	
Dec							62	2,015	73	2,372			1	45						136	4,432	
Totals	0	0	1	40	0	0	1,368	44,460	212	6,890	436	17,450	4	165	1	40	0	0		2,022	69,044	

Calendar Year 2009

Month	POTW										THF										Total Trips		Total Yds	
	Pay Radius										Pay Radius													
	1		2		3		4		5		1		2		3		4							
	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds						
Jan							101	3,282	24	780										125	4,062			
Feb							116	3,770			9	360								125	4,130			
Mar							147	4,778			47	1,850								194	6,628			
Apr							131	4,258			23	920								154	5,178			
May							114	3,705	10	325	25	1,000								149	5,030			
Jun							74	2,405	37	1,203										111	3,608			
Jul							49	1,592	65	2,112	5	200	11	440						130	4,344			
Aug							88	2,860	24	780	41	1,640	12	480						165	5,760			
Sep							57	1,852	80	2,600	13	520	9	360						159	5,332			
Oct							113	3,672	45	1,462	8	320	1	40						167	5,494			
Nov							79	2,567	62	2,015	36	1,440								177	6,022			
Dec							100	3,250	15	487	43	1,720	4	160						162	5,617			
Totals	0	0	0	0	0	0	1,169	37,991	362	11,764	250	9,970	37	1,480	0	0	0	0	0	1,818	61,205			

Calendar Year 2010

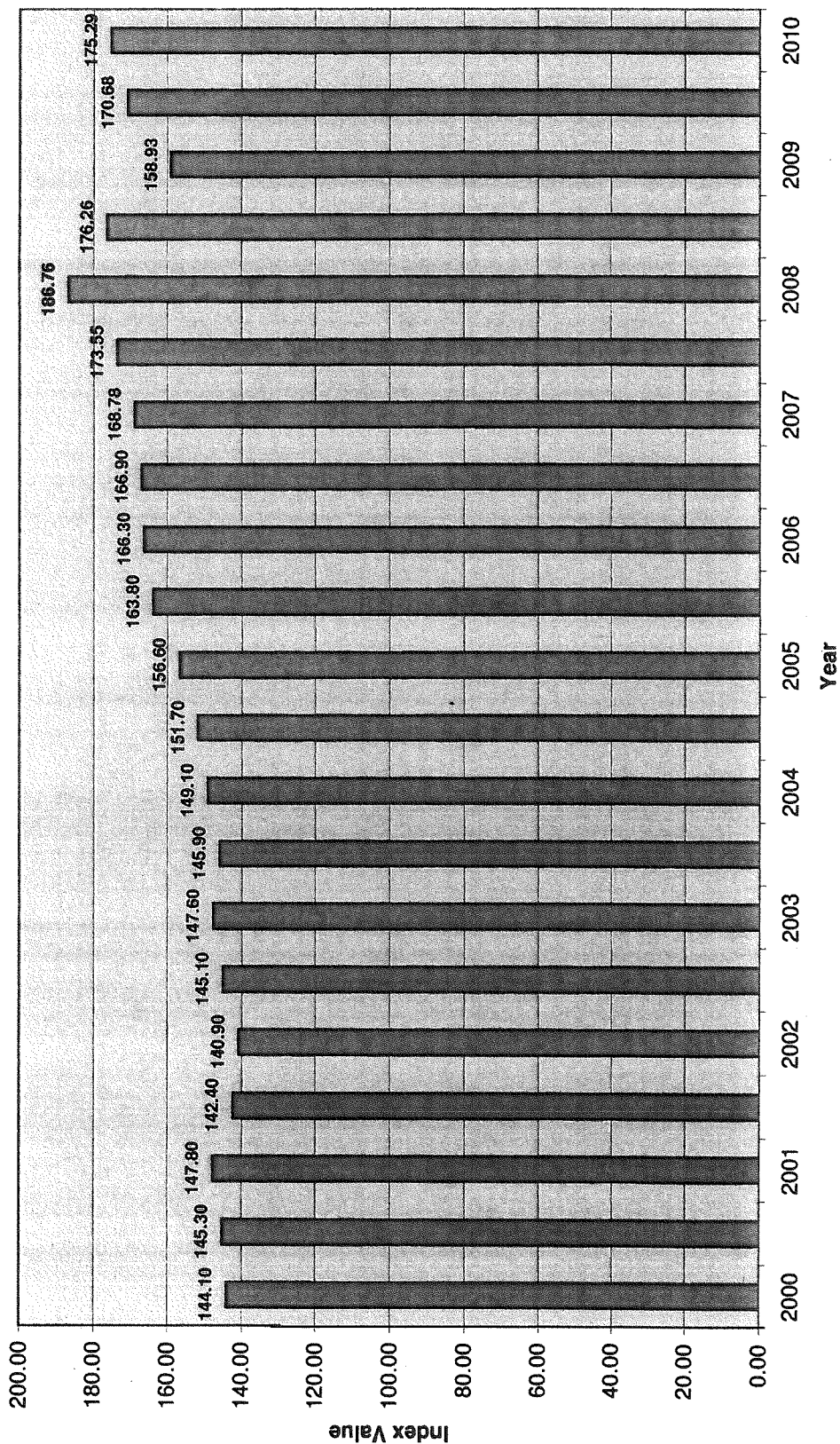
POTW																						THF								Total Trips		Total Yds	
Pay Radius										Pay Radius																							
1		2		3		4		5		1		2		3		4																	
Month	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds	Trips	Yds															
Jan							112	3,640			19	760							131	4,400													
Feb							104	3,380	6	195	61	2,321	5	190					176	6,086													
Mar							122	3,965	11	357	1	40							134	4,362													
Apr							113	3,672	11	357	1	40							125	4,069													
May							99	3,217	7	227	55	2,200							161	5,644													
Jun							59	1,917	58	1,885	94	3,760	7	280					218	7,842													
Jul							79	2,567	35	1,137	57	2,280	1	40					172	6,024													
Aug							71	2,307	54	1,755	21	840							146	4,902													
Sep																			0	0													
Oct																			0	0													
Nov																			0	0													
Dec																			0	0													
Totals	0	0	0	0	0	0	759	24,665	182	5,913	309	12,241	13	510	0	0	0	0	1,263	43,329													

CITY OF LINCOLN
BIOSOLIDS DAILY HAUL RECORD

filename: bshaul.xls

Attachment G

Attachment F - Kansas City Consumer Price Index for Urban Waste Earners and Clerical Workers (KC CPIW) (Transportation Series ID CWURA214SAT)



ADDENDUM #1
Issue Date: 10/07/10
BID NO. 10-212
FOR
TRANSPORTING OF BIO-SOLIDS

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Addendum #1 to Bid 10-212 for above project, scheduled to close **Wednesday, October 27, 2010 at 12:00 Noon.**

The following are answers to questions raised by a prospective Vendor.

1. **Q.** Please send me the pay rate information for Items 1.1 through 1.6 on Bid No. 10-212, Transporting of Bio-solids. I'm looking for the current rate after any escalations which may have taken place over the last three years.

 A. The current rate sheet has been added to the Attachments Portion of the E-bid.
2. An updated Version of the Specification has been added.

All other terms and conditions shall remain unchanged.

Tom Kopplin
Assistant Purchasing Agent

ADDENDUM #2
Issue Date: 10/07/10
BID NO. 10-212
FOR
TRANSPORTING OF BIO-SOLIDS

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Addendum #1 to Bid 10-212 for above project, scheduled to close **Wednesday, October 27, 2010 at 12:00 Noon.**

The following are answers to questions raised by a prospective Vendor.

1. A new version of the Sample Contract was added.
2. An old version of the Specification was removed and the new specifications have been named Revised Specification.

All other terms and conditions shall remain unchanged.

Tom Kopplin
Assistant Purchasing Agent

ADDENDUM #3
Issue Date: 10/11/10
BID NO. 10-212
FOR
TRANSPORTING OF BIO-SOLIDS

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Addendum #3 to Bid 10-212 for above project, scheduled to close **Wednesday, October 27, 2010 at 12:00 Noon.**

The following are answers to questions raised by a prospective Vendor.

1. **The issue date for Addendum #2 should read 10/11/10.**

All other terms and conditions shall remain unchanged.

Tom Kopplin
Assistant Purchasing Agent

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name City of Lincoln				Name Merrell Bros., Inc.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 8811 W. 500 N			
City Lincoln	State NE	Zip Code 68508		City Kokomo, IN	State IN	Zip Code 46901	

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

10-29-10

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materialised used for WATER services are taxable per Reg. 066.14A.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are not automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstatexregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are not exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2009

ASSETS

Bonds (Amortized Value)	\$55,044,308
Common Stocks (Market Value)	52,514,550
Mortgage Loans on Real Estate	183,000
Cash & Bank Deposits	100,651,263
Short Term Investments	33,926
Other Invested Assets	4,000,000
Unpaid Premiums & Assumed Balances	5,820,812
Reinsurance Recoverable from Reinsurers	385,409
Electronic Data Processing Equipment	227,201
Investment Income Due and Accrued	479,074
Current Federal & Foreign Income Tax Recoverable & Interest Thereon	1,331,490
Net Deferred Tax Assets	5,100,000
Other Assets	2,151,913
TOTAL ASSETS	<u>\$227,922,945</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$19,061,512
Loss Adjustment Expenses	4,934,305
Contingent Commissions & Other Similar Charges	3,494,103
Other Expenses (Excluding Taxes, Licenses and Fees)	3,790,080
Taxes, Licenses & Fees (Excluding Federal Income Tax)	864,178
Unearned Premiums	30,125,567
Dividends Declared & Unpaid: Policyholders	484,708
Ceded Reinsurance Premiums Payable	2,340,573
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	73,268,661
Provisions for Reinsurance	4,173
Other Liabilities	3,816
TOTAL LIABILITIES	<u>\$138,372,707</u>
 Common Capital Stock	 \$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	71,675,639
 Surplus as Regards Policyholders	 <u>\$89,550,239</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$227,922,946</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2009, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2010.

INTERNATIONAL FIDELITY INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "F. Mitterhoff", written over a horizontal line.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DEBORAH S. UNDERWOOD, BRENDA G. TAYLOR, MARY LOU FILOSO, MICHELLE A. DEMMITT,
CONSTANCE COLLINS, NICHOLAS J. BERTKE, AMANDA L. MORRIS, CHRISTOPHER M. MCATEE,
JENNIFER L. SALM, NICOLE LABER, KATHERINE J. MAHAFFY

Dayton, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

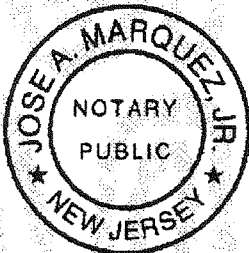
INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

A handwritten signature in black ink, appearing to read "Thomas D. Murphy".

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A handwritten signature in black ink, appearing to read "Jose A. Marquez, Jr.".

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of October, 2010

A handwritten signature in black ink, appearing to read "Maria H. Franco".

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2010

PRODUCER (574) 753-6251 FAX: (574) 753-6252

Jim Kitchell Agency
518 North St

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Logansport IN 46947

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: General Casualty

INSURER B: Zurich American Ins. Co

INSURER C:

INSURER D:

INSURER E:

Merrell Bros., Inc.
8811 W. 500 N.

Kokomo IN 46901

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	x	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCI 0577312	12/19/2010	12/19/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	x	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULE ON FILE <input checked="" type="checkbox"/>	CBA 0577311	12/19/2010	12/19/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CCU 0577309	12/19/2010	12/19/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	CWC 0577310	12/19/2010	12/19/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Pollution Liability And Professional Liab.	PCC 4917778	12/19/2010	12/19/2011	Each Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Add as Additional Insured: City of Lincoln, Nebraska

CERTIFICATE HOLDER

City of Lincoln, Nebraska
440 S. 8th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE